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accepted by the court, but what construction has been so placed is a question of fact, and, in actions at law, is to be determined by a jury.

2. **WRITTEN CONTRACTS**—*Construed by courts*—*Oral contracts*—*Conflicting evidence*—*Province of jury*. It is the duty of the court to construe written contracts, but if it is necessary to resort to oral evidence to prove the contracts, or the facts in the light of which it is to be read, and this evidence is conflicting, it is for the jury to determine what the contract is.

3. **CONTRACTS**—*Implied covenants*. Only those covenants will be implied in a contract which are necessary to give a reasonable construction and operation to the language of the contract.

4. **MONTHLY SETTLEMENTS**—*Finality*—*Intention to claim damages*—*Knowledge of claim*—*Notice*—*Waiver*. In the absence of fraud and mistake, monthly settlements between a contractor and his principal, in which the amount of work done was determined and paid for, should be held to be final and conclusive between the parties, unless made with a knowledge on the part of one of the parties that the other intended to claim of him, on a final settlement, damages for his failure to fully comply with his contract. Whether such knowledge existed was a question to be determined by the jury upon a consideration of all the evidence. Notice of an intention to claim such damages at an early stage of the dealings between the parties, will be deemed to have been waived when followed by a subsequent course of dealing at variance with such a purpose.

CULLOP V. LEONARD, TRUSTEE.—Decided at Wytheville, June 29, 1899.—*Keith, P.* Absent, *Reily, J.*

1. **ATTORNEY AND CLIENT**—*Fees*—*Scrutiny by court of equity*—*Burden on attorney to show fairness*. In a contest between an attorney and his client about the amount charged for fees, where it appears that the client is old and ignorant and wholly unacquainted with the conduct of business affairs, it is the duty of a court of equity to scrutinize with jealous care the transactions between them, and see that no oppression is exercised, and no advantage taken of the necessities and inexperience of the client. It is incumbent on the attorney to show that the transactions were fair, and the fees charged reasonable and just.

2. **PERMANENT IMPROVEMENTS**—*Repairs to buildings*—*Grasses*—*Fences*—*Ditches*. Repairs to buildings are usually treated as permanent improvements, but the sowing of grass seeds and the cleaning of land for cultivation cannot be so classed. Whether the erection of fences, the digging of ditches and the filling of gullies are permanent improvements or not depends upon the facts of the particular case to be controlled by determining whether the work was done and the money expended for the future benefit of the premises, or the immediate benefit of the occupant.

3. **COMMISSIONER'S REPORT**—*Errors on face*—*No exception necessary*. Errors apparent on the face of the report of the commissioner in chancery in this cause may be corrected, although no exception was filed to the report.